



**DISASTER PREPAREDNESS AND PREVENTION
INITIATIVE FOR SOUTH EASTERN EUROPE**

MEMORANDUM OF UNDERSTANDING

ON THE

INSTITUTIONAL FRAMEWORK

OF THE

**DISASTER PREPAREDNESS AND PREVENTION
INITIATIVE FOR SOUTH EASTERN EUROPE
(2013)**

**Sarajevo
November 2013**

Preamble

The Councils of Ministers of the Republic of Albania and Bosnia and Herzegovina, and the Governments of the Republic of Bulgaria, the Republic of Croatia, the Republic of Macedonia, the Republic of Moldova, Montenegro, Romania, the Republic of Serbia, the Republic of Slovenia and the Republic of Turkey, hereinafter referred to as the Parties of the Disaster Preparedness and Prevention Initiative for South Eastern Europe (hereinafter "the DPPI SEE Parties"),

Recognising the need to further enhance regional cooperation and regional consultation in the field of disaster management (capacity building, methods and practices) as essential;

Reaffirming their commitments expressed in the Memorandum of Understanding on the Institutional Framework of the Disaster Preparedness and Prevention Initiative signed by the Governments of the Republic of Albania, the Republic of Bulgaria, the Republic of Croatia, the Republic of Macedonia, the Republic of Moldova, Montenegro, Romania and the Republic of Slovenia in Zagreb on 24 September 2007 and by the Governments of Bosnia and Herzegovina and the Republic of Turkey in Sofia on 8th April 2008 and by the Republic of Serbia in Sarajevo on 7 April 2009, and which shall cease to be in force on 1st January 2014;

Acknowledging the successful cooperation among the Parties of the Disaster Preparedness and Prevention Initiative for South Eastern Europe as a regionally owned institutional framework for South Eastern Europe with an aim to improve and strengthen abilities and capacities to prevent and prepare for natural and man-made disasters;

Have agreed as follows:

I. DPPI SEE Goals and Objectives

Article 1

The principal objectives of the Disaster Preparedness and Prevention Initiative for South Eastern Europe are to contribute to the institutional capacity-building of disaster management organisations to enhance disaster prevention and preparedness in the countries of South Eastern Europe (hereinafter "the SEE") region by:

- a) Serving as a regional network and facilitator in disaster preparedness and prevention of natural and man-made disasters in the SEE region;
- b) Enhance cooperation among the DPPI SEE Parties in view of EU enlargement and the process of Euro-Atlantic integration;
- c) Supporting countries in the SEE region in their efforts to further develop disaster preparedness and prevention through common approach and cooperation with all relevant international organisations and bodies, especially the EU Civil Protection

Mechanism;

- d) Strengthening and enhancing bilateral and multilateral cooperation, facilitating exchange of information in the field of disaster preparedness and prevention at all levels among competent national disaster management authorities and other relevant institutions in the SEE region, in accordance with the national regulations regarding the exchange of information;
- e) Identifying and sharing lessons learned and best practices.

II. DPPI SEE Governance and Coordination Structure

Article 2

DPPI SEE Regional Meeting

The DPPI SEE Regional Meeting is a governing and decision-making forum/body, composed of Heads of the disaster management authorities of the DPPI SEE Parties supported by other relevant authorities/ministries responsible for disaster preparedness, prevention and management issues.

The DPPI SEE Regional Meeting provides a policy framework for the DPPI SEE and serves as a platform for internal consultations and recommendations to be forwarded to the appropriate national authorities to facilitate the decision-making process within the national governments.

It fosters networking and cooperation with international partners and actors, exchange of information, experiences, lessons learned and best practices in the field of disaster preparedness, prevention and response and resolves issues of common interest.

The DPPI SEE Regional Meeting shall be attended by the DPPI SEE Parties. Upon invitation, DPPI SEE Advisory Board members and DPPI SEE Partners may also participate in the DPPI SEE Regional Meeting.

The Chairmanship of the DPPI SEE Regional Meeting shall rotate on an annual basis between the DPPI SEE Parties in alphabetical order.

The DPPI SEE Regional Meeting decides by consensus on the following:

- a) amendments to the Memorandum of Understanding;
- b) the seat and the composition of the DPPI SEE Secretariat;
- c) any request pursuant to Article 13 of this Memorandum of Understanding;
- d) adoption of Rules of Procedure and Financial Management Rules;
- e) adoption of Annual Work Plan and Budget;

- f) endorsement of Report on the implementation of the Annual Work Plan and Annual Financial Report;
- g) projects that are funded from the DPPI SEE Budget.

The DPPI SEE Regional Meeting meets twice per year. Extraordinary sessions may be scheduled at the initiative of the DPPI SEE Chair-in-Office and with the consensus of all DPPI SEE Parties.

The DPPI SEE Regional Meeting shall adopt Rules of Procedures and any other internal regulations governing the work of the DPPI SEE bodies and structures including the DPPI SEE Secretariat.

Article 3 DPPI SEE Advisory Board (DPPI SEE AB)

The DPPI SEE Advisory Board is composed of experts with functional expertise, representing international partners of the DPPI SEE and invited by the DPPI SEE Chair-in-Office. The DPPI SEE Advisory Board advises on proposed and planned projects and activities, and contributes to sustained policy relevance.

There are no formal voting rights; decisions are to be reached by consensus.

Article 4 DPPI SEE Working Groups (DPPI SEE WG)

The DPPI SEE Regional Meeting may establish DPPI SEE WGs as technical bodies to develop and support specific DPPI SEE projects. DPPI SEE WGs shall be chaired on an informal basis by a country in the SEE region with the participation of national and international experts. DPPI SEE WGs report to the DPPI SEE Regional Meeting and are supported by the DPPI SEE Secretariat.

Article 5 The TRIO Mechanism

The Trio Mechanism (hereinafter "the Trio") is comprised of the present DPPI SEE Chair-in-Office and representatives of the previous and incoming DPPI SEE Chair-in-Office.

The role of the Trio shall be to ensure the strategic coordination and planning of the DPPI SEE activities.

The Trio meetings shall take place twice a year back to back with Regional Meetings. The present DPPI SEE Chair-in-Office shall in coordination with other two members of the Trio, establish date, place and agenda for the meeting.

Article 6
DPPI SEE Partners and/or Donors

Interested countries and international organisations/institutions may become DPPI SEE Partners and/or Donors and participate in DPPI SEE activities by notifying the DPPI SEE Chair-in-Office or Head of the DPPI SEE Secretariat or by announcing such interest at the DPPI SEE Regional Meeting.

Participation shall be at the DPPI SEE Partner's own cost and with its own financial and human resources.

III. ADMINISTRATING THE DPPI SEE
The DPPI SEE Secretariat

Article 7
The Seat

The seat of the DPPI SEE Secretariat is in Sarajevo, Bosnia and Herzegovina (hereinafter: "the Host Country"). The DPPI SEE Secretariat shall have legal capacity as necessary for carrying out its functions.

The Host Country shall provide the facilities and office operating costs for the DPPI SEE Secretariat unless agreed otherwise. The legal capacity, privileges and immunities of the DPPI SEE Secretariat shall be defined in the Host Country Agreement to be concluded between the Host Country and the DPPI SEE Parties.

The Seat of the DPPI SEE Secretariat may be changed by the consensual decision of the DPPI SEE Regional Meeting.

Article 8
Structure and Functions

The administrative/supportive structure for the DPPI SEE and DPPI SEE CiO is the DPPI SEE Secretariat.

The DPPI SEE Secretariat consists of the Head of the DPPI SEE Secretariat and the Administrative/Finance Assistant. The mandate of the DPPI SEE Secretariat staff shall be three years with a possibility of extension for one additional year.

**Article 9
Reporting**

The DPPI SEE Secretariat works under the guidance of the DPPI SEE Chair-in-Office and reports to the DPPI SEE Regional Meeting on its activities and expenditures. Additional reporting (narrative and financial) may be required by the DPPI SEE Chair-in-Office.

Any reporting shall be provided in accordance with the Rules of Procedure and Financial Management Rules.

IV. BUDGET AND FINANCING OF THE DPPI SEE

**Article 10
Budget**

The DPPI SEE Budget is composed of annual contributions by DPPI SEE Parties.

The DPPI SEE Secretariat prepares, on the basis of the DPPI SEE Annual Work Plan, the Budget to be presented for approval to the DPPI SEE Regional Meeting during its autumn session. The DPPI SEE Secretariat also prepares additional work plans and budgets for projects, which may be implemented with the assistance of DPPI SEE Partners.

DPPI SEE Partners that are contributing to the DPPI SEE projects budget may request specific audit reports.

**Article 11
Financing**

The DPPI SEE activities shall be financed from the DPPI SEE Budget and may be additionally financed by the DPPI SEE Parties/Partners/Donors.

The DPPI SEE Parties agree to make reasonable efforts to provide the human, technical and financial resources needed for the sustainable functioning of the DPPI SEE and the DPPI SEE Secretariat.

Each DPPI SEE Party's annual financial contribution to the DPPI SEE shall be at least €25,000.00 and shall be transferred before the end of April of each year.

Delay in payment of the annual contribution by a DPPI SEE Party shall immediately result in the suspension of the right to take decisions and having the costs of participation in any

DPPI SEE activity covered from the DPPI SEE Budget until such time as the payment is made.

DPPI SEE Parties participating in any given project also agree to provide matching contributions to financial support provided by DPPI SEE Partners, subject to mutual agreement, for the development and implementation of projects.

The financial management of the Budget and reporting shall be in accordance with the Financial Management Rules adopted by the DPPI SEE Regional Meeting.”

V. FINAL PROVISIONS

Article 12 Amendments

This Memorandum of Understanding may be amended in writing by consent of the DPPI SEE Parties pursuant to Article 2, paragraph 6 (a). The amendments shall enter into force in accordance with Article 14 of this Memorandum of Understanding.

Article 13 Accession

The DPPI SEE Regional meeting shall decide by consensus on the request of any party to accede to this Memorandum of Understanding and become the DPPI SEE Party.

Article 14 Entering into Force

This Memorandum of Understanding shall enter into force the first day of the month following the month of the receipt of the sixth notification of the DPPI SEE Parties, by the Ministry of Foreign Affairs of Bosnia and Herzegovina regarding the completion of their internal requirements for its entry into force.

For any DPPI SEE Party which after the deposit of the sixth notification pursuant to paragraph 1 of this Article notifies the Ministry of Foreign Affairs of Bosnia and Herzegovina about the completion of its internal procedures for entry into force of this Memorandum of Understanding, it shall enter in force on the date of its notification to the Depositary.

After the signing, the original of this Memorandum of Understanding shall be deposited with the Council of Ministers of Bosnia and Herzegovina that shall serve as the Depository. The Depository shall provide the DPPI SEE Parties to the Memorandum of Understanding and the Secretariat with duly certified copies thereof.

This Memorandum of Understanding shall apply provisionally as of the date of its signing unless a DPPI SEE Party declares at the moment of signing of the Memorandum of Understanding that its internal legal requirements do not permit such provisional application. For any such DPPI SEE Party the Memorandum of Understanding shall enter into force on the date of its notification to the Depository.

Article 15

Duration

This Memorandum of Understanding shall remain in force for undefined period, unless agreed otherwise among the DPPI SEE Parties.

Any DPPI SEE Party may denounce this Memorandum of Understanding with written notification to the DPPI SEE Chair-in-Office. The denunciation shall take effect three (3) months after the date of receipt of the notification.

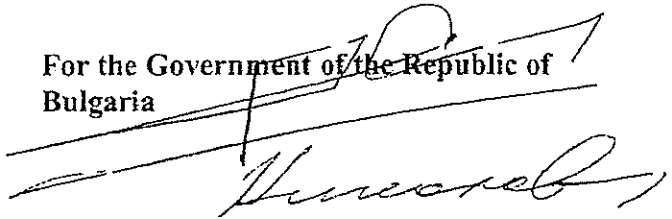
IN WITNESS WHEREOF, the undersigned being duly authorised by their respective Governments have signed this Memorandum of Understanding.

Done at Savajir, on this 28th November 2013, in one original in English.

For the Council of Ministers of the
Republic of Albania



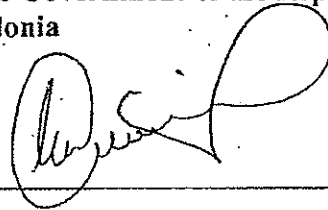
For the Government of the Republic of
Bulgaria



For the Government of the Republic of
Croatia



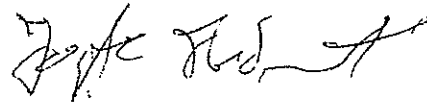
For the Government of the Republic of
Macedonia



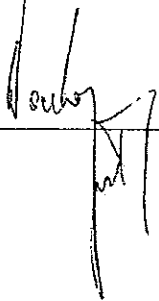
For the Government of Montenegro



For the Government of the Republic of
Serbia



For the Government of the Republic of
Slovenia



For the Government of the Republic of
Turkey



I hereby certify that the foregoing text is a true copy of the original which is deposited with the Ministry of Foreign Affairs of Bosnia and Herzegovina

Sarajevo, 19 May 2014



Zoran Perković, Assistant Minister
for International Legal and Consular Affairs

